

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

Shenzhen Kunshengze Elec-
tronic Commerce Co., Ltd.,

Plaintiff,

v.

THE PARTNERSHIPS and UNIN-
CORPORATED ASSOCIATIONS
IDENTIFIED ON SCHEDULE “A”,

Defendants.

Case No. 24-CV-3154

Hon. Lindsay C. Jenkins

DEFAULT FINAL JUDGMENT ORDER

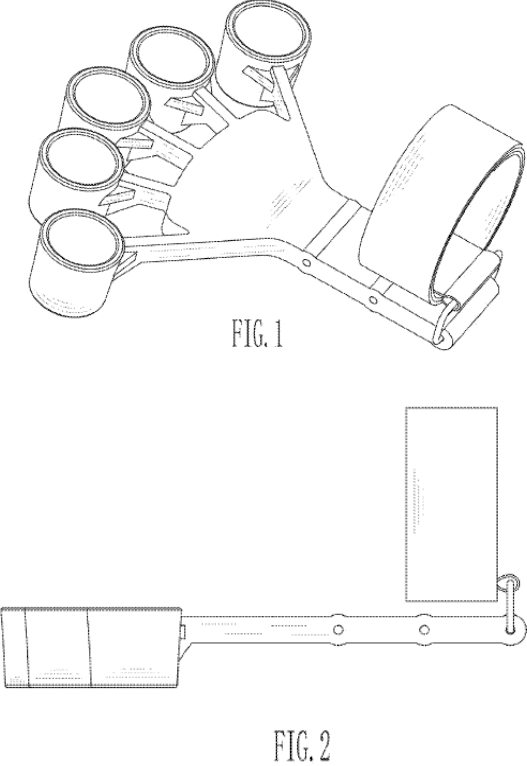
Plaintiff Shenzhen Kunshengze Electronic Commerce Co., Ltd. (“Kunshengze” or “Plaintiff”) filed a Motion for Entry of Entry of Default Judgment Against Certain Defendants Identified in the List of Defaulting Defendants attached hereto (collectively, “Defaulting Defendants”). The Defaulting Defendants have been served more than 21 days prior, have not yet been dismissed from this action, and have not filed an answer or other pleading in this matter through counsel or otherwise. After reviewing the Motion and the accompanying record, this Court GRANTS Kunshengze’s Motion as follows.

This Court having entered a TRO that has been extended until the Court adjudicates the motion for a preliminary injunction; Kunshengze having properly completed service of process on Defaulting Defendants, the combination of providing notice via electronic publication or e-mail, along with any notice that Defaulting Defendants received from payment processors, being notice reasonably calculated under all circumstances to apprise Defaulting Defendants of the pendency of the action and affording them the opportunity to answer and present their objections; and

None of the Defaulting Defendants having answered or appeared in any way, and the time for answering having expired, so that the allegations of the Complaint are uncontroverted and are deemed admitted;

This Court finds that it has personal jurisdiction over Defaulting Defendants because Defaulting Defendants directly target their business activities toward consumers in the United States, including Illinois. Specifically, Kunshengze has provided a basis to conclude that Defaulting Defendants have targeted sales to Illinois residents by setting up and operating e-commerce stores that target United States consumers using one or more seller aliases, offer shipping to the United States, including Illinois, and have sold products using infringing versions (“Infringing Products”) of Kunshengze’s unique design (the “Kunshengze Design”), which is protected by U.S. Patent No. D980,990 (“Kunshengze Patents”) and U.S. copyright registration No. VA 2-343-827 (“Kunshengze Copyrighted Works”), to residents of Illinois. In this case, Kunshengze has presented screenshot evidence that each Defendant e-commerce store is reaching out to do business with Illinois residents by operating one or more commercial, interactive internet

stores through which Illinois residents can and do purchase products using infringing versions of the Kunshengze Design. See Dkt. Nos. 12 and 12-1 (screenshot evidence confirming that each Defendant e-commerce store does stand ready, willing, and able to ship its counterfeit goods to customers in Illinois bearing infringing versions of the Kunshengze Design). The Kunshengze Patents and Kunshengze Copyrighted Works are shown in the tables below:

Patent Number	Claim	Issue Date
D980,990	 <p>FIG. 1</p> <p>FIG. 2</p>	Mar. 14, 2023

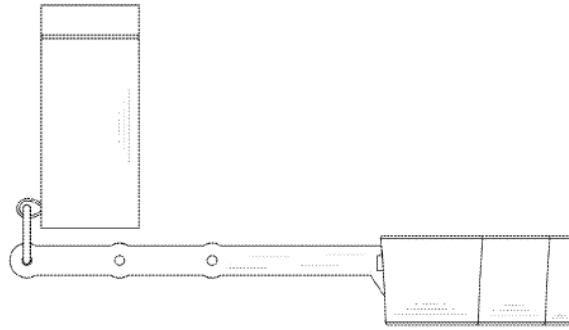


FIG. 3

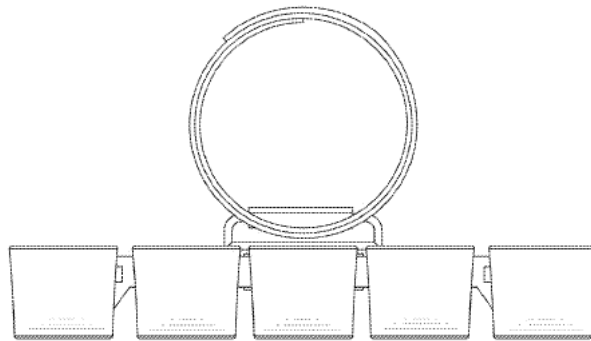


FIG. 4

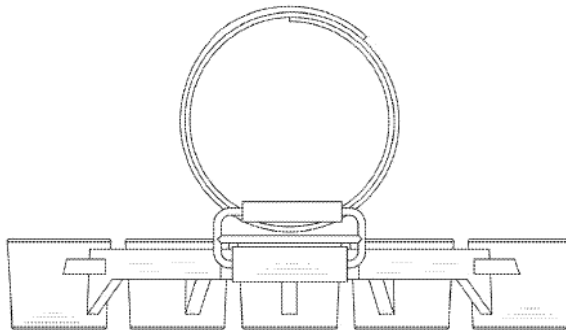


FIG. 5

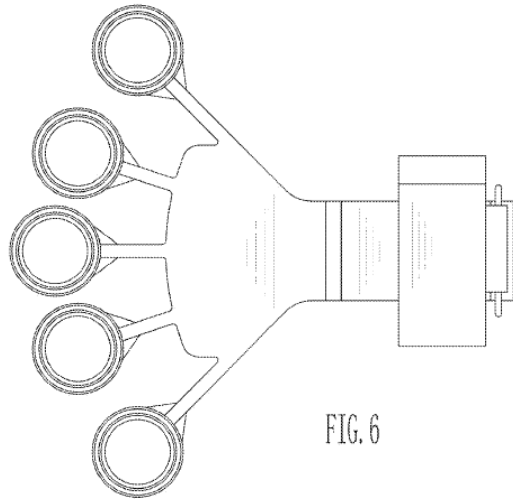


FIG. 6

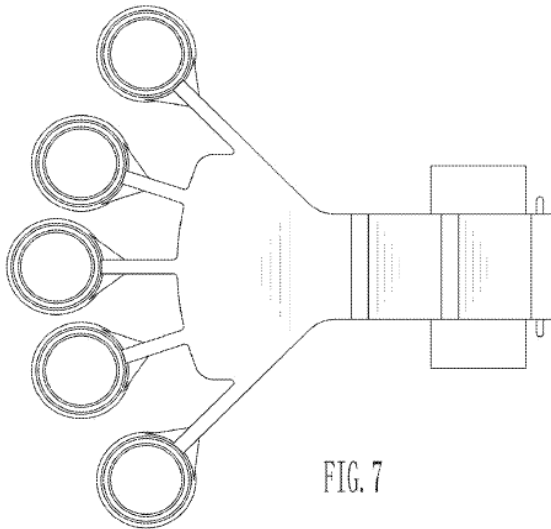


FIG. 7

Copyright Registration No.	Copyrighted Works	Copyright Reg- istration Date
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THIS COURT FURTHER FINDS that Defaulting Defendants are liable for patent infringement (35 U.S.C. § 271) and certain Defaulting Defendants are liable for willful federal copyright infringement (17 U.S.C. §504).

IT IS HEREBY ORDERED that Plaintiff's Motion for Entry of Default and Default Judgment is GRANTED in its entirety, that Defaulting Defendants are deemed in default and that this Final Judgment is entered against Defaulting Defendants.

IT IS FURTHER ORDERED that:

1. Defaulting Defendants, their officers, agents, servants, employees, attorneys, and all persons acting for, with, by, through, under, or in active concert with them be permanently enjoined and restrained from:

a. making, using, offering for sale, selling, and/or importing into the United States for subsequent sale or use of the Infringing Product;

b. aiding, abetting, contributing to, or otherwise assisting anyone in making, using, offering for sale, selling, passing off, and/or importing into the United States for subsequent sale or use of the Infringing Product;

c. using the Kunshengze Copyrighted Works or any reproductions, infringing copies, or colorable imitations in any manner in connection with the distribution, marketing, advertising, offering for sale, or sale of any product that is not a genuine Kunshengze product or not authorized by Kunshengze to be sold in connection with the Kunshengze Copyrighted Works;

d. effecting assignments or transfers, forming new entities or associations or utilizing any other device for the purpose of circumventing or otherwise avoiding the prohibitions set forth in Subparagraphs (a), (b) and (c).

2. Upon Plaintiff's request, any third party with actual notice of this Order who is providing services for any of the Defaulting Defendants, or in connection with any of Defaulting Defendants' Online Marketplaces, including, without limitation, any online marketplace platforms such as eBay Inc. ("eBay"), AliExpress, Alibaba Group Holding Ltd. ("Alibaba"), Amazon.com, Inc. ("Amazon"), Shein.com ("Shein"), ContextLogic Inc. d/b/a Wish.com ("Wish.com"), Walmart, Inc. ("Walmart"), Etsy, Inc. ("Etsy"), WhaleCo Inc. ("Temu"), and DHgate.com ("DHgate") (collectively, the "Third Party Providers") shall within seven (7)

calendar days after receipt of such notice disable and cease displaying any advertisements used by or associated with Defaulting Defendants in connection with the sale of the Infringing Products.

3. Pursuant to 17 U.S.C. § 504 (c)(2), Kunshengze is awarded statutory damages from each of the Defaulting Defendants who infringes the Kunshengze Copyrighted Works in the amount of fifty thousand dollars (\$50,000) for willful use of infringing Kunshengze Copyrighted Works on products sold through at least the Defendant Online Marketplaces. Pursuant to 35 U.S.C. § 289 and Pursuant to 17 U.S.C. § 504 (c)(2), Kunshengze is awarded profits and statutory damages from each of the Defaulting Defendants for infringing and willful infringing use of the Kunshengze Design on products sold through at least the Defaulting Defendants' Seller Aliases according to the table below:

Def. No.	Defaulting Defendants	Award
3	YWlangyi Sports & Outdoor	\$50,000.00
5	QCQHDUGarden General	\$50,000.00
6	HAORUI-HR Sports & Outdoor	\$50,000.00
7	BOLIWO Sports & Outdoor	\$50,000.00
8	ExquisiteGem General	\$555.75
19	HaoTim Sports & Outdoor	\$250.00
22	FitZone Sports & Outdoor	\$257.23
23	Xilaiya Sports & Outdoor	\$2,420.08
26	NecessitiyShop Sports & Outdoor	\$250.00
27	GFGEQRGQRGQ General	\$50,000.00
34	DMJSYDD Sports & Outdoor	\$50,000.00
35	YWQiaoXian Sports & Outdoor	\$250.00
36	HEFRT General	\$250.00
41	Shengyou Sports & Outdoor	\$250.00
45	AIFENG Sports & Outdoor	\$250.00
48	YWRW Sports & Outdoor	\$50,000.00
51	JHaishang Sports & Outdoor	\$250.00
56	YWlangyi	\$309.60
58	YiWuJD	\$50,000.00

60	HaoTim	\$587.28
67	Shengyou	\$250.00
71	HAORUI-HR	\$50,000.00
73	FitZone	\$50,000.00

4. Plaintiff may serve this Order on Third Party Providers, including PayPal, Inc. (“PayPal”), eBay, Alipay, Alibaba, Ant Financial Services Group (“Ant Financial”), Wish.com, Walmart, Etsy, DHgate, Shein, Temu and Amazon Pay, by e-mail delivery to the e-mail addresses Plaintiff used to serve the Temporary Restraining Order on the Third Party Providers.

5. Any Third Party Providers holding funds for Defaulting Defendants, including PayPal, eBay, Alipay, Alibaba, Ant Financial, Wish.com, Walmart, Etsy, DHgate, Shein, Temu and Amazon Pay, shall, within seven (7) calendar days of receipt of this Order, permanently restrain and enjoin any financial accounts connected to Defaulting Defendants’ Seller Aliases or Online Marketplaces from transferring or disposing of any funds, up to the above identified damages award, or other of Defaulting Defendants’ assets.

6. All monies, up to the above identified damage award as set forth in the table of Paragraph 3 above (Profits Award Column), in Defaulting Defendants’ financial accounts, including monies held by Third Party Providers such as PayPal, eBay, Alipay, Alibaba, Ant Financial, Wish.com, Walmart, Etsy, DHgate, Shein, Temu and Amazon Pay, are hereby released to Kunshengze as partial payment of the above-identified damages, and Third Party Providers, including PayPal, eBay, Alipay, Alibaba, Ant Financial, Wish.com, Walmart, Etsy, DHgate, Shein, Temu and Amazon Pay, are ordered to release and pay

out to Kunshengze or their representative the amounts from Defaulting Defendants' financial accounts within seven (7) calendar days of receipt of this Order.

7. Until Kunshengze has recovered full payment of monies owed to it by any Defaulting Defendant, Kunshengze shall have the ongoing authority to serve this Order on Third Party Providers, including PayPal, eBay, Alipay, Alibaba, Ant Financial, Wish.com, Walmart, Etsy, DHgate, Shein, Temu and Amazon Pay, in the event that any new financial accounts controlled or operated by Defaulting Defendants are identified. Upon receipt of this Order, Third Party Providers, including PayPal, eBay, Alipay, Alibaba, Ant Financial, Wish.com, Walmart, Etsy, DHgate, Shein, Temu and Amazon Pay, shall within seven (7) calendar days:

- a. locate all accounts and funds connected to Defaulting Defendants' Seller Aliases and Online Marketplaces, including, but not limited to, any financial accounts connected to the information listed in Schedule A hereto, the e-mail addresses identified in Exhibit 2 to the Declaration of Yulin Zhou, and any e-mail addresses provided for Defaulting Defendants by third parties;
- b. restrain and enjoin such accounts or funds from transferring or disposing of any money or other of Defaulting Defendants' assets; and
- c. release all monies, up to the above identified damages award, restrained in Defaulting Defendants' financial accounts to Kunshengze as partial payment of the above-identified damages within seven (7) calendar days of receipt of this Order.

8. In the event that Kunshengze identifies any additional online marketplaces or financial accounts owned by Defaulting Defendants, Kunshengze may send notice of any supplemental proceeding to Defaulting Defendants by e-mail at the e-mail addresses identified in Exhibit 2 to the Declaration of Yulin Zhou and any e-mail addresses provided for Defaulting Defendants by third parties.

9. The ten thousand dollar (\$10,000) surety bond posted by Kunshengze shall be maintained until this matter has been dismissed or final judgment has been entered against all Defendants. Plaintiff may apply for its release at the appropriate time.

This is a Default Final Judgment Against the Listed Defendants.

Dated:7/30/2024

Entered:

24-cv-3154



Judge Lindsay C. Jenkins
United States District Judge

Shenzhen Kunshengze Electronic Commerce Co., Ltd. v. THE PARTNERSHIPS and UNINCORPORATE ASSOCIATIONS IDENTIFIED ON SCHEDULE "A" Case No. 24-cv-3154		
List of Defaulting Defendants		
Def. No.	Seller ID	Store Name (Schedule A)
1	Dismissed	Dismissed
2	Dismissed	Dismissed
3	7592698738	YWLlangyi Sports & Outdoor
4	Dismissed	Dismissed
5	8765987443	QCQHDUGarden General
6	9520197580	HAORUI-HR Sports & Outdoor
7	9737428257	BOLIWO Sports & Outdoor
8	2619430189	ExquisiteGem General
9	Dismissed	Dismissed
10	Dismissed	Dismissed
11	Dismissed	Dismissed
12	Dismissed	Dismissed
13	Dismissed	Dismissed
14	Dismissed	Dismissed
15	Dismissed	Dismissed
16	Dismissed	Dismissed
17	Dismissed	Dismissed
18	Dismissed	Dismissed
19	7570428845	HaoTim Sports & Outdoor
20	Dismissed	Dismissed
21	Dismissed	Dismissed
22	7728626756	FitZone Sports & Outdoor
23	5741240024	Xilaiya Sports & Outdoor
24	Dismissed	Dismissed
25	Dismissed	Dismissed
26	2534812103	NecessitiyShop Sports & Outdoor
27	3911358939	GFGEQRGQRGQ General
28	Dismissed	Dismissed
29	Dismissed	Dismissed
30	Dismissed	Dismissed
31	Dismissed	Dismissed
32	Dismissed	Dismissed
33	Dismissed	Dismissed

34	2637154816	DMJSYDD Sports & Outdoor
35	7785330364	YWQiaoXian Sports & Outdoor
36	7216292561	HEFRT General
37	Dismissed	Dismissed
38	Dismissed	Dismissed
39	Dismissed	Dismissed
40	Dismissed	Dismissed
41	3481663567	Shengyou Sports & Outdoor
42	Dismissed	Dismissed
43	Dismissed	Dismissed
44	Dismissed	Dismissed
45	2934481248	AIFENG Sports & Outdoor
46	Dismissed	Dismissed
47	Dismissed	Dismissed
48	3188412345	YWRW Sports & Outdoor
49	Dismissed	Dismissed
50	Dismissed	Dismissed
51	1121347421	JHaishang Sports & Outdoor
52	Dismissed	Dismissed
53	Dismissed	Dismissed
54	Dismissed	Dismissed
55	Dismissed	Dismissed
56	7592698738	YWLlangyi
57	Dismissed	Dismissed
58	1926118978	YiWuJD
59	Dismissed	Dismissed
60	7570428845	HaoTim
61	Dismissed	Dismissed
62	Dismissed	Dismissed
63	Dismissed	Dismissed
64	Dismissed	Dismissed
65	Dismissed	Dismissed
66	Dismissed	Dismissed
67	3481663567	Shengyou
68	Dismissed	Dismissed
69	Dismissed	Dismissed
70	Dismissed	Dismissed
71	9520197580	HAORUI-HR
72	Dismissed	Dismissed
73	7728626756	FitZone
74	Dismissed	Dismissed

75	Dismissed	Dismissed
76	Dismissed	Dismissed
77	Dismissed	Dismissed
78	Dismissed	Dismissed
79	Dismissed	Dismissed
80	Dismissed	Dismissed
81	Dismissed	Dismissed
82	Dismissed	Dismissed
83	Dismissed	Dismissed
84	Dismissed	Dismissed
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86	Dismissed	Dismissed